

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:)	CASE NO.: 05-93307
)	
ANGELINE FORTE')	CHAPTER 13
AKA ANGELA FORTE')	
)	JUDGE: RANDOLPH BAXTER
)	
)	<u>OBJECTION TO CONFIRMATION</u>
Debtor)	<u>OF PLAN</u>
)	
)	
)	
)	
)	

—WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED
HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2004-2, a secured creditor herein, and holder of the first
mortgage on the real estate owned by the Debtor and located at 11805 Cromwell Ave.,
Cleveland, OH 44120, hereby objects to the confirmation of the Debtor's proposed plan pursuant
to 11 U.S.C., §§1307 (c)(1) and 1324. WACHOVIA BANK, N.A., AS TRUSTEE FOR THE
REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2004-2 requests that confirmation of the plan be
denied by this Honorable Court, at least as it relates to the above mentioned real estate, which is
more fully described in the Mortgage Deed attached hereto and marked as Exhibit "B". This
Objection to Confirmation is supported by the following reasons:

1. The Debtor is in possession of the property and WACHOVIA BANK, N.A., AS
TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED

SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 has not been given adequate protection against deterioration or depletion of the property which is secured by the first mortgage of WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2, including but not limited to the payment of real estate taxes and hazard insurance.

2. The plan does not adequately protect WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2's interest and does not provide for the curing of the arrearage due WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 within a reasonable period of time.
3. The County Auditor's True Tax Valuation of the real estate indicates a Fair Market Value of \$65,7000.00. The property is encumbered by a mortgage held by WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 in the principal amount of \$77,380.90, plus interest thereon at 9.00% per annum from November 1, 2005. The debtor may be entitled to a \$5,000.00 homestead exemption, and therefore

there is no equity in the real estate which is secured by the first mortgage of WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2, or, if there is equity, it is of inconsequential value.

4. The current arrearage on WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2's mortgage is in excess of \$1,102.58, for which amount a Proof of Claim has been filed herein, although debtor's proposed plan does not provide for the curing of an arrearage.

Section 1322 of the Bankruptcy Code provides that a plan may modify the rights of holders of secured claims secured only by a security interest in real estate that is the debtor's principal place of residence if the plan provides for the curing of a default within a reasonable time. The present proposed plan is unworkable and could not be completed in less time than 60 months. This is clearly not reasonable and, in fact, is impermissible pursuant to §1322.

This Objection is a Standing Objection, and shall continue with reference to the currently proposed plan and any subsequently modified plan.

WHEREFORE, WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-

THROUGH CERTIFICATES, SERIES 2004-2 respectfully requests that this Honorable Court deny confirmation of Debtor's proposed plan, in addition to any other relief the Honorable Court deems just and appropriate.

Respectfully Submitted,

/s/ Christian E. Niklas
SHAPIRO & FELTY, L.L.P.
BY: Christian E. Niklas (0066725)
Attorney for WACHOVIA BANK, N.A.,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF AEGIS ASSET BACKED
SECURITIES TRUST, MORTGAGE
PASS-THROUGH CERTIFICATES,
SERIES 2004-2
1500 West Third Street, Suite 400
Cleveland, OH 44113
(216) 621-1530 ext. 216
(216) 621-7646-fax
cniklas@logs.com

S E R V I C E

A copy of the foregoing Objection was served on:

Angeline Forte'
11805 Cromwell Ave.
Cleveland, OH 44120

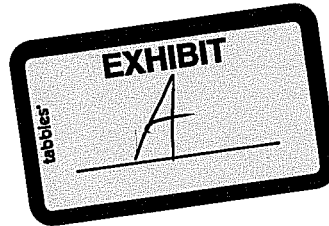
Craig Shopneck
Chapter 13 Trustee
BP Tower
200 Public Square, Suite 3860
Cleveland, OH 44114-2321

Jason T. Baker
55 Public Square
#1330
Cleveland, OH 44113

by ordinary U.S. Mail and/or electronically as permitted by local rule this 13th day of
December, 2005.

/s/ Christian E. Niklas
SHAPIRO & FELTY, L.L.P.
BY: Christian E. Niklas (0066725)
Attorney for WACHOVIA BANK, N.A.,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF AEGIS ASSET BACKED
SECURITIES TRUST, MORTGAGE
PASS-THROUGH CERTIFICATES,
SERIES 2004-2

05-56210; md ; December 7, 2005; Saved As: 56210.obj



Loan No: 028015223
Borrower: ANETUINE POITE

Data ID: 006

ADJUSTABLE RATE NOTE
(LIBOR Nine-Month Index (As Published in The Wall Street Journal)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

December 30, 2004

CLEVELAND
1105 CROOKER AVENUE
CLEVELAND, OHIO 44130

CHIT
(Date)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 25,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is ARBOR LENDING CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.99%. The interest rate I will pay may change in accordance with Section 4 of this Note, after any default described in Section 7(b) of this Note.

3. PAYMENTS

(a) Time and Place of Payments
I will make my monthly payments in the first day of each month beginning on February 1, 2005. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below. I will make my monthly payments in the first day of each month beginning on February 1, 2005. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below. I will make my monthly payments in the first day of each month beginning on February 1, 2005. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below.

(b) Default
If I fail to make my monthly payments as required, I will be in default under this Note. If I am in default, I will pay the amount of my unpaid Principal and interest and any other charges described below.

MULTISTATE ADJUSTABLE RATE NOTE—NINE MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Form 2826 (1/01) (Page 1 of 2 Pages)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INITIALS:

DATA ID: 444

(c) **Monthly Payment Changes**
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(B) The Index
Explanation: With the Best Chance Loan, the interest rate will be based on an Index. 32% limited in this instance thereafter. Each date on which my interest rate could change is called a "Change Date."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give notice of this choice.

(C) Calculation of Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that is expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

ONE percentage point (1.00%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.0000% or less than 0.0000%.

(K) Effective Date of Change(s)

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have.

regarding the office.

MULTISTATE ADJUSTABLE RATE NOTE-LESSOR 36-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-
 100% FORTY-NINE MONTHS
 MULTISTATE ADJUSTABLE RATE NOTE-LESSOR 36-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-
 100% FORTY-NINE MONTHS

INITIALS: CS JS

תאריך: 1/2/ 2006

3. If I am given a notice of that different address, any time thereafter, I agree to give the Note Holder a notice of my different address by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

1. I and any other person who has obligations under this Note waive the rights of acceleration, prepayment, and other remedies that I or we might have under the terms of the Note in the event of nonpayment of amounts due. "Waiver of Acceleration" means the right to require the Note Provider to give notice to other obligors of the Note that the Note has been paid.

11. **UNREVIEWED ASSUMPTIONS**
 This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protective provisions set forth in this Note, the Securities, Detail of Trust, and the Securities Trust Agreement contain the same data as this Note, protect the Note Holder from possible losses that might result if I do not keep my obligations to the Note Provider, and protect the Note Provider from possible losses that might result if I am required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions

MULTI-STATE ADJUSTABLE RATE NOTE-1000 \$100,000 INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-
 Buyer Party-Parties Make UNIFORM INSTRUMENT
 Modified by Modification, Notice & Cancellation Form 990 1/81 (Page 4 of 6 Pages)

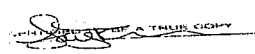
05-93307-rb Doc 10 FILED 12/13/05 ENTERED 12/13/05 15:14:50 Page 9 of 40

Data ID: r114

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Sign Original Only)

Form 2830 1-75 (Page 2 of 2 Pages)



OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Modified by Millerberg, Fields & Christie Form 5555 7/01 (Page 1 of 18 Pages)

Downloaded At: 11:52 11 September 2009

which currently has the address of 11805 CROMWELL AVENUE,
CLEVELAND, OHIO (Name) (City) (State) ("Property Address"):
OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Page 3 of 18 Pages)
Modified by Midland, Middle & Glenn (Page 3 of 18 Pages)

Data ID: 606

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except as encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender warrant and agree to the following:

1. **Payment of Principal, Interest, Taxes, Fees, and Expenses.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and all expenses of the Note. Borrower shall also pay funds for Escrow and Insurance charges as required by the Note and this Security Instrument shall be made available to the Escrow Agent under the Note and this Security Instrument.

CHIC - Gloria Ramirez - Female Mac/Produce Mac UNIFORM INSTRUMENT

מחלוקת

OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Rinde & Glenna Form 3034 1/01 (Page 4 of 12 Pages)

OHIO - Single Family - Female and/or Male UNIFORM INSTRUMENT Form 9336 1/01 (Page 8 of 13 Pages)

Loan No: 0286025152253 Data ID: 606

[illegible]

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent, intentionally or negligently, misleads, or misrepresents information or statements to Lender (or if failed to provide accurate and complete information) in connection with the Loan. Material misrepresentations include, but are not limited to, misrepresentations concerning Borrower's occupancy of the property as Borrower's principal residence.

[illegible]

any and all liability for not taking any or all actions authorized herein, it is agreed that the lender shall be discharged by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

[illegible]

Data ID: none

any other term, agreement, or condition that alters or modifies their risk, in future losses. These agreements are on terms and conditions that are unfavorable to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Provisions shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not impaired, Lender shall have the right to hold such Property in its own name until the Property is restored or repaired. If the restoration or repair is not economically feasible, Lender shall have the right to hold such Property in its own name until the Property is sold or otherwise disposed of.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the sums, if any, paid in arrears.

10. In the event of a partial taking, destruction, or loss in value in the property of the Seller, the market value of the Property immediately before the partial taking, destruction, or loss in value in excess of the amount of the sums assured immediately before the partial taking, destruction, or loss in value, shall be paid to the Buyer. The Buyer agrees in writing, the Miscellaneous Proceeds shall be paid to the Buyer, and the Buyer agrees in writing, the Miscellaneous Proceeds shall be paid to the Buyer, unless otherwise agreed in writing. The Buyer agrees in writing, the Miscellaneous Proceeds shall be paid to the Buyer, and the Buyer agrees in writing, the Miscellaneous Proceeds shall be paid to the Buyer, unless otherwise agreed in writing.

OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Midlitzberg, Prida & Blum Form 8826 1/01 (Page 6 of 12 Pages)

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OHIO - King's Family - Father's New/Protein Max UNIFORM INSTRUMENT Form 803A 1/81 (Page 10 of 13 Pages)

OHIO - Single Family - Female Male/Prostitute Male UNIFORM INSTRUMENT
Revised by Middleberg, Niska & Glavin Form 3038 1/01 (Page 11 of 12 Pages)

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HOLLOWAY AND LENDER AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY OF ANY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any other executed by Borrower and lender.

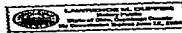
AMERICAN NORTH - *Benjamin "Bugs" Siegel* (Mou)

CHURCH NORTH - 11/11/77 (Don)

Loan No: 12064331825

Date: 12/11/05

[Space Given This Line For Acknowledgment]
State of OHIO
County of Cuyahoga
The foregoing instrument was acknowledged before me this
22nd day of December, 2005, by
ANGELINE PORTIS AND DENISE PORTIS



My commission expires:

[Signature]
(Printed Name)

[None]

This instrument was prepared by:
Schubert, Rabin & Cohen
111 N. Huron, Suite 2400
Chicago, IL 60611

OHIO - Single Party - Female Mar/Partial Mar UNIFORM INSTRUMENT Form 3036 1/01 (Page 18 of 18 Pages)
Modified by Mielewicz, Prida & Moore

103-1462

(PG-)

CUYAHOGA COUNTY RECORDER
PATRICK J. BRADLEY
NOTED 12/13/2005 11:24:34 AM
2005121310449

Loan No. 03000519253
Instrument: ANCELINE FORTUNE
Date ID: 600
Return to: AEGIS LENDING CORPORATION
ATTENTION: AEGIS LENDING CORPORATION
1251 BOK BAYLOR PARK DR. SUITE 200
BALTIMORE, MD 21204
[Recall: State, Not for Recording State]
MORTGAGE
MIN 10000010200112376

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0 and 2.1. Certain rules regarding the usage of words used in this document are also provided in Section 1.6.

(A) "Security Instrument" means this document, which is dated December 26, 2003, together with all other documents related to this document.

(B) "Mortgage" is ANCELINE FORTUNE, CUYAHOGA COUNTY, OHIO. DUTYFREE is the mortgagee.

(C) "Mortgage" is MORTGAGE FILLMORE REALTY, INC. MORTGAGE is a mortgage corporation that is acting solely as a mortgagee for Lender and Lender's successors and assigns. MORTGAGE is the mortgagee under this Security Instrument. MORTGAGE is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2020, Miami, MI 48131-2020, tel: (313) 874-3018.

(D) "Lender" is AEGIS LENDING CORPORATION. Lender is a Corporation organized and existing under the laws of Delaware. Lender's address is 10000 NORTH WICKER ROAD, BALTIMORE, MD 21204.

(E) "Note" means the promissory note, signed by Borrower and dated December 26, 2003. The Note states that Borrower owes Lender the sum of \$100,000.00 (One Hundred Thousand Dollars) and periodic payments and is to pay the same to Lender on or before January 1, 2004.

(F) "Property" means the property that is described below under the heading "PARCEL OF REALTY IN THE PROPERTY".

(G) "Rate" means the rate established by the Note, plus interest, any prepayment charges and late charges due under the Note and all sums due under this Security Instrument, plus interest.

(H) "Borrower" means all BOK in the Security Instrument that are executed by Borrower. The following BOKs are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Combination Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Fixed Rate, Two Escrowed Rider	
<input type="checkbox"/> Other (specify):	<input type="checkbox"/> Unusually Payment Rider	

OHIO Single Family Finance Recordable Non-Uniform Instrument Form 5025 1/01 (Page 1 of 13 Pages)
CUYAHOGA COUNTY RECORDER
2005121310449 PAGE 1 of 17

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(2) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on the Owner of the Property by a condominium association, homeowners association or similar organization.

(1) "I screw items" means those items that are described in Section 3 of this Ordinance.

the Property, (iii) concealment in, or (iv) misrepresentation of, the value and/or condition of the Property.

(3) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

used in this Security Instrument, "federally related mortgage loan" refers to all requirements and restrictions that are imposed on a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under 41-552.

TRANSFER OF INTEREST IN THE PROPERTY

anyway in MP145 (solely as a nominee for Lander and Lander's successors and assigns) and assigns of MP145 the following described property located in the County of

TABLE 1. *Continued*

Page 10 of 10

Loan No. 02660115253

Date 10/20/06

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall when completed be covered by this security instrument. All of the foregoing shall be deemed to be the property of the lender, and the borrower shall agree that the title to the instrument granted by borrower in this security instrument, but, if necessary to comply with law or custom, BORROWER (as borrower or Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the property, and in case any action is taken by Lender including, but not limited to, foreclosing and selling the security instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, lease and convey the Property and that the Property is not subject to any other security instrument, except for certain liens and encumbrances, subject to any non-contradiction of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering all property.

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:
1. Payments of Principal Interest, Service Fees, Prepayment Charges, and Late Charges: Borrower shall pay when due the Principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Service Fees pursuant to Section 5. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender is payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in cash or by one of the following means as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check; travelers' check; or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer as established and accepted by Lender, with a copy of the document on which the payment is based. In Section 15, Lender may require any payment or partial payment at the payment or partial payment, or as such time payment or may be designated by Lender in notification with the other payment or partial payment to bring the Loan current, without regard to any right borrower or lender to its right to reduce such payment or partial payment to the future's payment or partial payment. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note, immediately prior to foreclosure. No other or claim which borrower might have now or in the future against Lender shall reduce, discharge, or discharge from making payments due under the Note and this Security Instrument or performing the covenants and agreements under this Security Instrument.
2. Application of Payments or Payments: Except as otherwise provided in this Section 2, all payments received and applied to the Note shall be applied in the following order of priority: (a) interest; (b) principal; (c) unpaid late charges; (d) unpaid prepayment charges; and (e) unpaid service fees. If Lender receives a payment from Borrower for a subsequent periodic payment which includes a sufficient amount to pay one late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from Borrower to the delinquent payment, the periodic payment, or to the late charge. If the full payment of one or more periodic payments, such amount may be applied to any late charges due. Voluntary prepayment shall not be applied to any prepayment charges and then as described in the Note.
Any application of payments, insurance premiums, or Miscellaneous Payments in principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

OHIO Single Family Home Mortgage Note UNIFORM INSTRUMENT Form 3556 1/01 (Page 3 of 12 Pages)
Modified by Midland, Platte & Illinois
CUYAHOGA COUNTY RECORDER
201312310449 PAGE 3 of 17

Data ID: 6164

OHIO Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Revised by Middleberg Phillips & Shuman Form 503B 1/01 (Page 4 of 13 Pages)

CUYAHOGA COUNTY RECORDER
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Data ID: 010

OHIO Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by MacGinnberg, Nieske & Glavin Form 303B 1/01 (Page 5 of 12 Pages)

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Data ID: 6014

OHIO Single Family Pardon Moe/Fred Moe UNIFORM INSTRUMENT
Modified by Midlberg, Riddle & Glavin Form 5638 1/81 (Page 8 of 13 Pages)

GUYANOGA COUNTY RECORDER
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OHIO Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Riddle & Giering Form 302S 1/01 (Page 7 of 12 Pages)

GUYANADA COUNTY RECORDER
200312310440 PAGE 7 of 17

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OHIO Single Family Pannor Max/Fiddle Max UNIFORM INSTRUMENT
Modified by Madaleno, Morse & Glantz Form 9926 1/01 (Page 8 of 13 Pages)

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CUYAHOGA COUNTY RECORDER
20031210440 PAGE 10 of 17

Loan No. 028009517273

Date ID 606

(Sign Below This Line For Acknowledgment)

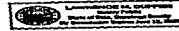
State of OHIO

County of CUYAHOGA

The foregoing instrument was acknowledged before me this

25th day of December, 2005, by

ANGELINE FORTE AND GENEVA FORTE



My Commission Expires

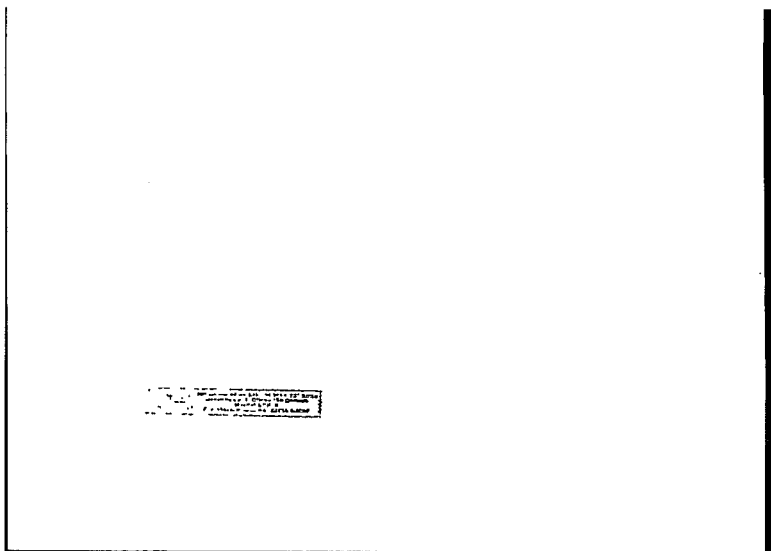
(Printed Name)

[Notar]

This instrument was prepared by
Kathleen A. Kline & Company
217 N. Main Street, Suite 2000
Columbus, OH 43261

OHIO Single Party Female Multifamily Mass Uniform Instrument Form 3028 1/01 (Page 12 of 12 Pages)
Revised by Midstate, Kline & Company

CUYAHOGA COUNTY RECORDER
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Lawyers Title Insurance Corp.

Commitment Number: N03-11488

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 134 in The Crawford Realty Company's Re-Subdivision of a part of Original One Hundred Acres Lot Nos. 430, 432, 433, as shown by the recorded plat in Volume 46 of Maps, Page 15 of Cuyahoga County Records and being 40 feet front on the Northernly side of Cleveland Avenue and extending back 112.51 feet on the Eastern line, 112.55 feet on the Western line and having a rear line of 28.01 feet as appears by said plat.

PPN: 120-00-181
11005 Cleveland Avenue
Cleveland, Ohio 44120

ALTA Commitment
Schedule C

(N03-11488, PPN003-11488/10)

Lawyers Title Insurance Corporation

Commitment Number N03-11480

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in the Commitment is described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio
And known as being Sublot No. 124 in The Cleveland Realty Company's Re-Subdivision of a part of Original
One Hundred Area Lot Nos. 420, 421, 422, 423 as shown by the recorded plat, Volume 30 of Maps, Page 15 of
Cuyahoga County Records and being 45 feet front on the Western side of Crawford Avenue and extending
back 112.11 feet on the Eastern line, 112 feet on the Western line and having a rear line of 45.01 feet, as
appears by said plat.
PPN 120-08-104
11015 Crawford Avenue
Cleveland, Ohio 44120

ALTA Commitment
Schedule C

CUYAHOGA COUNTY RECORDER
200312310480 PAGE 14 of 17

(N03-11480 PFD0003 1160010)

Lawyers Title Insurance Corp.

Commitment Number: N03-11488

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 134 in The Crawford Realty Company's Re-Subdivision of a part of Original One Hundred Acres Lot Nos. 439, 438, 439, as shown by the recorded plat in Volume 48 of Maps, Page 18 of Cuyahoga County Records and being 40 feet front on the Northern side of Cromwell Avenue and extending back 112.5 feet on the Eastern line, 112.5 feet on the Western line and having a rear line of 20.0 feet as appears by said plat.

PRCL 134-03-181
11805 Cromwell Avenue
Cleveland, Ohio 44120

ALTA Commitment
Schedule C

(N03-11488-PFD-N03-11488/10)